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ON PAGE A-15

NEW YORK TIMES
21 JUNE 1978

U.S. Judge Denies Request for a Jury Trial by Author of Book on C.I.A.

ALEXANDRIA, Va., June 20 (UPI)—Federal District Judge Oren Lewis today denied a request by Frank Snepp, a former agent for the Central Intelligence Agency, for a trial by jury and opened his book-publishing trial with a warning that "nobody has got a right to divulge classified information."

Adm. Stansfield Turner, the Director of Central Intelligence, then took the witness stand and accused Mr. Snepp of breaking his word and damaging the agency by publishing "Decent Interval," a book about the fall of Saigon, without C.I.A. clearance.

In a series of stern rulings, Judge Lewis indicated that Mr. Snepp may have a difficult time beating a Federal lawsuit that seeks to make an example of him as a means of stopping other agents from writing unauthorized books based on their C.I.A. experience.

In one discussion with Mr. Snepp's attorneys, the judge said, "Nobody has got a right to divulge classified information."

A Matter of 'Semantics'

Although Mr. Snepp's attorneys said the Government had not contended that the book divulged any classified information, Judge Lewis called that a matter of "semantics" and said he disagreed with the defense view of what is classified.

The lawsuit asks to have Mr. Snepp found in breach of his pledge of secrecy to the intelligence agency by failing to allow the agency to read and censor the manuscript before publication. As punishment, the suit asks that all royalties from

the best-selling book go to the Government.

At the outset, Judge Lewis dismissed Mr. Snepp's request for a trial by jury on the ground that there were no factual disputes to be decided.

He waived aside arguments that free speech issues under the First Amendment were involved and said, "This case is limited to whether the C.I.A. has the legal right to enjoin this man from doing what he acknowledges he has done."

The central issue, the judge continued, is: "Does an individual under the basic law of a fiduciary relationship have a right to get inside information, plans, modus operandi, and then resign and divulge it to the whole wide world?"

Protecting the C.I.A.

At one point, he told Mr. Snepp's attorneys that "we are not going to try the fall of Saigon here," and, cutting off another line of questioning about unauthorized disclosure of information about the intelligence agency, added: "We are not going to make the C.I.A. be exposed any more than they have been."

Mr. Snepp's attorneys said they could show that their client had an oral agreement with officials of the agency that superseded the terms of the written secrecy oath, but Judge Lewis rejected that line of defense.

"I am not going to permit him to bury the terms of this contract," he said. "The contract is very clear."

The defense attorneys seemed disheartened, and one of them said, "Given the

court's rulings, there is not much I can do here."

In his testimony, Admiral Turner said Mr. Snepp had given him "an unequivocal affirmation" before resigning that he would honor his secrecy oath, and added: "I took Mr. Snepp at his word. I trusted him."

Although other agents have clashed with the agency over book-publishing

rights, Admiral Turner called Mr. Snepp's action "a major case" because it "flaunted" the fact that no C.I.A. censorship had taken place.

"It therefore helped to tear down the visible control of information we have at C.I.A.," he said. "In order to maintain your secrets, you must have some visible means of control. What can be disclosed is a very fine line."